Limited Warranty

ASCO Power Technologies®

300, 4000, 7000 Series Power Control Systems

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Eighteen Month Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

EIGHTEEN MONTH LIMITED WARRANTY
AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

ASCO PRODUCTS COVERED:

ASCO 300, 4000, 7000 Series Commercial Power Control Systems

Terms of Warranty:

The following Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO Power Control System is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.

2. The ASCO Power Control System is commissioned by ASCO Services Inc.

3. The ASCO Power Control System is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

As provided herein, the ASCO product is warranted to be free of defects in material and workmanship for a period of eighteen (18) months from the final commission date, provided that commissioning occurs within six (6) months of the ASCO shipping date and the product has been stored in a suitable environment prior to installation. The final commission date will be determined only from the completed inspection and start-up report provided by ASCO Services to User. The product shipment date will be determined only from the ASCO bill of lading. If any part or portion of the ASCO product fails to conform to the Warranty within the Warranty period, ASCO, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part.

All warranty related repairs, replacements or adjustments must be made by ASCO Services Inc. or its duly authorized representative.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

Assignment of Warranties:

ASCO assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the ASCO product and which are assignable, but ASCO makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

ASCO warrants for the period and on the terms of the Warranty set forth herein that the ASCO product will conform to the descriptions and sequence of operations contained in the certified submittal package and drawings as accepted, agreed to and released by the User or their duly charged representative, if any, applicable thereto, to ASCO's final invoices, and to applicable ASCO product brochures and manuals current as of the date of product shipment ("Descriptions"). ASCO does not control the use

of any ASCO product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact **ascopowerwarranty@emerson.com**. Subject to the limitations specified herein, an ASCO Services field service representative will repair the non-conforming ASCO product warranted hereunder, without charge for parts, labor, or travel expenses. Warranty coverage will apply only after ASCO's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of ASCO.

Warranty Performance of Component Manufacturers:

It is ASCO's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO's recommendations or specifications, or in any event if the ASCO serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.